

4-3135

15-12

Ampl.

AGREEMENT

between

JACKSON TOWNSHIP

BOARD OF EDUCATION

Jackson, New Jersey

and

TRANSPORT WORKERS UNION

OF AMERICA, AFL-CIO

LOCAL 225

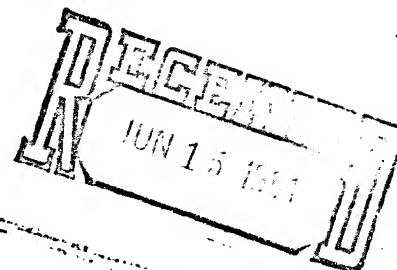
X July 1, 1980

X June 30, 1983

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PREAMBLE

This Agreement was entered into by and between the Board of Education of Jackson Township, Jackson, New Jersey (hereinafter called the Board) and the Transport Workers Union of American, Local No. 225 (hereinafter called the Union).

ARTICLE I

RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Jackson Township Board of Education hereby recognizes the Transport Workers' Union, AFL-CIO, Local No. 225 as the sole and exclusive representative for collective negotiations concerning the items and conditions of employment for the following Unit certified by the N.J. Public Employment Relations Commission.

Unit: All employees of the Jackson Township Board of Education employed in:

1. Transportation, excluding the Director of Transportation and Clerical Personnel that are or may be assigned to Transportation.
2. Maintenance and Custodial, excluding the Supervisors of Buildings and Grounds and any Clerical Personnel that are or may be assigned to Maintenance and Custodial.
3. Cafeteria, excluding the Cafeteria Director and any

Clerical Personnel that are or may be assigned to cafeteria.

4. This recognition does not include the Superintendent of Schools, Assistant Superintendents, Business Administrator, Board Secretary, Directors, Principals, Assistant Principals, Supervisors, Assistant Transportation Coordinator, clerical, teachers, nurses, Custodial Supervisor, Maintenance Supervisor, Federal Program Personnel and police.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. Not later than January 1 of the calendar year preceding the calendar year in which this Agreement expires and in accordance with the Rules of the Public Employment Relations Commission, the Board and the Union agree to enter into collective negotiations on a successor agreement in accordance with Chapter 123, Public Laws, 1974, as amended.
- B. By January 1 the Union shall present its entire written proposals to the Board.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him a misinterpretation or misapplication of the terms of this Agreement.

B. Level One

Within ten (10) workdays after the occurrence of the events or conditions on which the grievance is based, a grievance may be submitted, in writing, to the Immediate Supervisor by the Grievant through a Union Committee Representative.

Within five (5) workdays thereafter, a written reply shall be given by the Immediate Supervisor to the Grievant and a copy of same given to the Union Committee.

Level Two

Within five (5) workdays from the receipt of the Immediate Supervisor's reply, the Union may submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools and/or his Representative shall meet with the Union Section Chairman and the Union Recording Secretary within five (5) workdays after the receipt of the grievance to discuss the matter. The Superintendent of Schools shall submit his decision in writing to the Union within five (5) workdays after the grievance meeting.

Level Three

If the grievance is still unresolved within five (5) workdays after the receipt of the Superintendent of Schools'

decision, the Union may submit the matter to the Superintendent of Schools for review by the Board. The Board, or a Committee thereof, shall review the grievance and shall, if requested, hold a hearing with a Union Committee composed of one or more local Union officers, the Union Section Chairman and the Union Recording Secretary, and render a decision in writing, within twenty (20) calendar days after the hearing.

C. Within fifteen (15) calendar days after the receipt of the Board's reply, any grievance processed through Levels 1, 2 and 3 and not satisfactorily resolved may be submitted, by either the Board or the Union, in writing to the American Arbitration Association.

1. The Arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties. He can add nothing to not subtract anything from any policy of the Board of Education. The Arbitrator's decision in connection with the grievance as defined herein shall be final and binding upon both parties for the duration of this Agreement.

2. The Arbitrator's action shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearing. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.

D. The unsuccessful party shall pay the Arbitrator's fee and reasonable expenses. All other costs shall be borne by the party incurring such costs.

- E. If, during any step of the grievance procedure it is agreed by both parties that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.
- F. Employees elected to positions on the Union Grievance Committee (Section Chairman and Recording Secretary) shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

ARTICLE IV

TERMINATION OF EMPLOYMENT

- A. When an employee voluntarily terminates employment, said employee shall provide the Board with at least fourteen (14) days notice of the termination day.
- B. If, an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Superintendent and/or his representative meeting with the Section Union Representative and Recording Secretary. This provision does not apply to situations requiring immediate action because of the nature of the offense. The Union shall have the right to appeal the Superintendent's decision under this provision as outlined in Level Three of the Grievance Procedure.

ARTICLE V
UNION SECURITY

- A. The Board agrees that on the first pay day of each and every month, during the life of this Agreement, it will deduct the wages of every employee to whom this Agreement applies; upon such employee's written authority, and will within five (5) days thereafter transmit to the Union such amount as the Union shall, in writing, certify to be due it from each such employee.
- B. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by individuals or the Union to the Board.
- C. Representation Fee
1. If an employee does not become a member of the Union during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
 2. Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount

of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

3. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
4. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (a) 10 days after receipt of the aforesaid list by Employer, or
 - (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will

begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

5. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees, and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
6. The Union will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.
7. The Union agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided the Board gives the Union timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE VI
BOARD RIGHTS

- A. Except for the terms and conditions contained in this Agreement between the parties, the Board reserves all rights and functions vested in it by applicable laws and regulations and all other functions as are normally and customarily exercised by Boards of Education in the management of the affairs of the School District.
- B. The Union recognizes that the School District shall be governed by the Board in accordance with provisions of State Laws, Rules, and Regulations; that the Board can not unlawfully delegate its authority with reference to any decision affecting the school system; and that it is not the intent of this Agreement to violate any of the School laws, Laws of the State of New Jersey, or laws of the United States of America.
- C. If any provision of this Agreement or any applications of this Agreement to any employee hereby covered shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law.

ARTICLE VII

NO STRIKE -- NO LOCK OUT

- A. There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Board.
- B. There shall be no lockout by the Board.

ARTICLE VIII

PRINTING OF AGREEMENT

The Union and the Board will each pay 50% of the cost for the printing of contract booklets.

ARTICLE IX

LEAVES/HOLIDAYS

A. Vacations

Providing the work load permits it and providing the Immediate Supervisor grants approval, twelve (12) month employees may take vacations throughout the year (July 1-June 30).

1. The vacation schedule is as follows:

Up to 5 years employment - 2 weeks vacation.

After 5 years employment - 3 weeks vacation.

After 15 years employment - 4 weeks vacation.

2. Twelve (12) month employees are entitled to ten (10) vacation days per year, (2 weeks), if they have completed twelve (12) months of working service. Personnel employed mid-year, and not entitled to two (2) weeks vacation, have earned .8 days per month.

Example - $7\frac{1}{2}$ months x .8 = 6 days.

B. Personal Days

With a seventy-two (72) hour notice requirement employees covered by this Contract are to receive up to three (3) personal days per year (July 1 - June 30 or September 1 - June 30) for reasons listed below. The request shall be submitted in writing specifying the reason for the absence. Approval or denial of the request will also be in writing. The reason for an emergency leave must be submitted on the first workday following the leave.

1. Illness or accident in the immediate family.
2. Household emergencies
3. Marriage
4. Legal business
5. Commencement exercises
6. Religious observance
7. The death of a close friend of the employee

When repeated denial of personal day requests results in an employee's inability to utilize his/her allotted days the

employee will be paid for the days denied. (Example, an employee applies twice, is denied twice, does not apply again and is not instructed to take a day(s) off, the employee collects two (2) days pay at the end of the year. Approval/denial of personal leave day requests will be submitted to the employee within one (1) workday following receipt of the application.

- C. Employees covered by this Contract shall receive one (1) day per month sick leave which shall accumulate from year to year without limit.
- D. Employees shall be notified on or before October 1st of each year of all unused sick days they have to their credit.
- E. If an employee is injured while at work and is unable to continue at work because of the injury after completing more than half of his or her daily hours, such employee shall be paid for the full day (limited to one (1) day per occurrence) without any deductions from sick days.
- F. Twelve (12) month employees shall receive the following paid holidays:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Veteran's Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day after Thanksgiving	Easter
Day before Christmas	Memorial Day
Christmas	

If the schools are closed for Martin Luther King's Birthday
Twelve (12) month employees will have this day as a paid holiday.

- G. Death in Family - Up to five (5) days per occurrence for members of the immediate family defined as: parent, children, spouse, brother, sister, and any other member of the immediate family unit living in the same household. Up to two (2) days per occurrence for relatives outside the immediate family as defined above.
- H. All other terms, conditions, and benefits in present school policy which have not been modified will remain in full force and effect for the term of this Contract.

ARTICLE X

SPECIFIC CONDITIONS

SALARY GUIDES

Workday - Custodial, Maintenance and Craft

- A. Custodians and Groundsman are to work eight (8) hours per day with one half (1/2) hour lunch period within the eight (8) hours and shall be on call during lunch period because of the nature of the work, five (5) days per week, with two (2) consecutive days off.
- B. For work other than regular school requirements, custodians to receive from the using agency the rate of \$3.50 per hour on weekdays and \$5.00 per hour on Saturday, Sunday and Holiday. Fee to be collected from individuals involved.
- C. Maintenance personnel are to work eight (8) hours per day with one half (1/2) hour lunch period within the eight (8) hours and shall be on call during the lunch period because of the nature of the work, five (5) days per week, with

two (2) consecutive days off.

- D. Custodial, maintenance, grounds and craft personnel called in after their normal working hours due to emergency situations will be guaranteed a minimum of two (2) hours work at the appropriate rate.
- E. Changes in starting and quitting times of custodians will only be made on a permanent basis except when changes are necessary due to an emergency or inclement weather.

F. Inclement Weather Clothing

For regular (full-time) custodial, grounds and maintenance personnel required to work in inclement weather conditions the Board will furnish a full set of foul weather clothing as follows:

- a. Personnel must sign for and be responsible for the articles issued to them.
- b. Personnel must reimburse the Board for lost articles and/or for articles damaged through negligence or misuse.
- c. To obtain replacement, the damaged or worn out set must be turned in. If all or any part thereof is not turned in, employee to pay for replacement with Board retaining ownership of same.
- d. Upon termination of employment, employees to return all articles issued and signed for. Employee to be financially liable for set or any part thereof not returned.
- e. Custodians, Groundsmen, Maintenance men, and Mechanics shall be eligible to substitute part of their regular work clothes allowance for a winter jacket.

- f. The Board will provide two (2) sets of coveralls, gloves, and boots for garbage truck drivers.

G. Workday - Mechanics and Bus Drivers

- a. Mechanics are to work eight (8) hours per day, five (5) days per week, with two (2) consecutive days off.
- b. Bus drivers are to work four (4) to eight (8) hours per day as required by runs, five (5) days per week, with two (2) consecutive days off. Bus drivers shall not be required to clean, wash, gas or oil buses. All school transportation vehicles are to be checked by the driver as per all State New Jersey directives and regulations. Time to perform this check will be included in the first trip each day.
- c. Mechanics and mechanics helpers/utility men shall have a choice of work shifts in the bus garage in seniority order within their job classification.

H. Selection of Runs

- a. All regular drivers employed as of June 27, 1975, will be offered at least the same amount of time per day during the term of this Contract as was required by their regular runs plus cleaning and checking time during the 1974-75 school year, subject to the provisions of Article X.G.
- b. All runs shall be picked in order of seniority and all selections shall remain firm for the entire school year (number off days, as prescribed by students' school calendar). Absent driver's pick to be made by the Section

Chairman with assistance from the Vice-Chairman of Transportation. Runs will be posted for review at least two (2) days prior to date for selecting runs.

The date for selecting runs is to be during or near the last week in August. Pick sheet will indicate the estimated mileage of all runs.

- c. Schedule of runs offered for pick to driver shall include the maximum number of long or premium runs. Every effort shall be made to minimize the number of short (five (5) hours or less) runs offered for pick. Time allowed for each trip on schedule and/or extra trip minimum of one (1) hour, with the exception of present shuttle run.
- d. Each driver shall be given a copy of the complete setup of the run he or she selects on the same day each driver made his or her choice. The driver shall sign the Board's copy of the run setup to indicate both selection of that run and receipt of a copy thereof.
- e. Bus drivers taking leaves of absence which begin at the opening of the school year and extend for the full school year shall not pick a run. There shall be no loss of seniority during the leave.
- f. The runs of bus drivers on leave of absence, sick leave, or disability leave which will extend beyond ninety (90) calendar days shall be posted as temporary vacancies. Employees bidding on and obtaining these runs shall hold the run until the employee on leave returns to work or

for the completion of the school year, whichever occurs sooner, at which time the driver will return to the run originally selected by that driver. Posting of these temporary vacancies shall be for three (3) days only.

Only those drivers who would increase their daily working hours will be eligible to bid on these temporary vacancies.

I. Extra Work assignments shall be assigned according to seniority if no overtime pay is involved.

J. Field Trips

a. Field trips shall be rotated from seniority list of those drivers who wish extra work. Drivers who wish extra work must sign rotation board list at beginning of school year.

b. Drivers who bid on and are scheduled for extra trips and such trips are cancelled shall be placed first on the rotation list for extra trips.

c. Drivers on extra trips that are cancelled after the driver arrives, if scheduled on the driver's day off, shall receive two (2) hours' pay.

d. Drivers' pay for student buses where money is to be collected from sponsoring group - \$32.00.

K. All school buses (Type I vehicles) owned or operated by the Jackson Township Board of Education while in service are only to be driven by drivers on the Jackson School District Transportation Department roster.

L. Bus drivers whose schedule of runs include "layover time" of less than one (1) hour between their paid driving time on a

run and the starting time of the succeeding run shall be paid for the layover time at their regular hourly rate of pay. The driver shall be paid one half (1/2) hour for layovers of less than thirty (30) minutes and one (1) hour for layovers of between thirty-one (31) and sixty (60) minutes.

M. Food Service

- a. Food Service Employees to work four (4) to eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Overtime to be paid after forty (40) hours.
- b. Cafeteria Personnel working seven and one-half (7-1/2) hours per day or more to have a one-half (1/2) hour lunch period included within this time, and shall be on call during lunch period because of the nature of the work.

- c. Food Service Employees uniform allowance per year shall be as follows:

Chef	\$100.00
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Food Service Worker	\$75.00 1980-81 and \$100.00 1981-83
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- d. Food Service Workers - Overtime and/or extra work shall be assigned to employees on a rotation basis starting with the senior employee. Such list shall continue from year to year until all employees have been offered the opportunity for overtime and/or extra work.

ARTICLE XI
WORK PROCEDURES

- A. All employees shall be eligible for overtime pay as follows:
1. Employees shall receive one and one-half (1-1/2) times their normal pay rate for all work in excess of forty (40) hours per week. Paid sick leave and paid holidays shall be included in determining the forty (40) hours.
 2. All work performed on a Sunday in excess of forty (40) working hours per week shall be compensated at twice the applicable hourly pay rate.
- B. Any employee working in a higher classification on a temporary basis shall receive the higher rate of pay, if any, after the fifth (5th) workday. At the expiration of the temporary vacancy the employee shall return to his former position with full seniority and at the rate of pay in the classification to which the employee returns.
- C. Summer work, when available, will be offered to qualified ten (10) month employees in the classification. Where qualifications are equal seniority shall be the determining factor.
- D. Substitute employees refusing work three (3) consecutive times without proven bona fide reason in any one year shall be removed from the substitute list.
- E. All full time employees whose regular work shift begins at 3:00 p.m. or later shall receive an annual shift differential of:
- | | |
|---------|-------|
| 1980-81 | \$200 |
| 1981-82 | \$250 |
| 1982-83 | \$300 |

F. Cafeteria Layoffs

1. When a reduction in force among cafeteria employees is made the employees who are to be laid off will be placed on a preferred substitute list to the extent that the district has an average daily need for substitute cafeteria personnel. These employees will be given work assignments throughout the District on an as needed basis prior to offering work to any other substitute and prior to hiring new employees. Employees on the preferred substitute list shall be considered as regular employees with all benefits.
2. Laid-off employees shall be placed on the preferred substitute list by seniority.
3. Employees in lay-off status will be offered the opportunity to return to work prior hiring new employees on the basis of last-out, first-in. Employees will be notified by registered mail, return receipt requested, at their address of record. The employee will be required to report for work no later than the third workday following receipt of the notice. Failure to report within this time period will be considered resignation.

ARTICLE XII
POSTING PROCEDURE

- A. 1. All vacated positions which the Board intends to fill and newly created positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays), and shall remain posted for seven (7) days, (exclusions as above). Vacated positions which are not posted shall be considered abolished and the Union will be notified accordingly. Posted positions will either be filled within thirty (30) days of the expiration of the posting notice or the Board will withdraw the posting notice and notify the Union of the withdrawal.
2. The senior qualified employee who bids for the open position shall be awarded the position with a thirty (30) day trial period, except in the case of transfers within a job classification in which case the senior employee who bids for the open position shall be awarded the position. If, during the thirty (30) day trial period the employee has proven to the Board to be qualified to hold the new position, the Board shall retain the employee in the new position on a permanent basis with full seniority, benefits, and increment step. If the employee is found to be unqualified during the thirty (30) day trial period the employee shall revert back to his/her former position with full seniority, benefits, and at the same increment step.

B. Regular employees and substitute employees will have the opportunity to bid as provided for in Section A. above.

1. If regular employees respond to posting, said position will be filled in accordance with Section A.2. above.
2. If regular employees do not respond to the posting, the posting may be filled by available qualified substitutes in seniority from those substitutes responding to the posting. The Board's decision on qualifications shall be final.
3. In the event no qualified employees have responded to the posting, the vacancy shall be filled by the Board at its discretion.
4. New Employees or substitutes transferring to regular employment for the first sixty (60) days of regular employment shall be ineligible to bid on any other posted positions.

C. When the vacant or newly created position occurs in a cafeteria or bus driver position all employees within that department who submit a bid on the job will be present when the senior employee who bids is selected. The other employees will then select the just vacated position(s) in seniority order until all employees have had the opportunity to bid on a just vacated job.

ARTICLE XIII

INSURANCE

- A. The Board shall make available 100% of the coverage plans, up to and including full family coverage for one (1) family member per household for New Jersey Blue Cross/Blue Shield/Rider J/Prevailing Fee Plan (U.C.R.) and Major Medical Insurance, and shall be subject to change only at the discretion of Blue Cross/Blue Shield. Yearly and lifetime maximum benefits shall be increased to \$100,000 yearly and unlimited lifetime benefits.

When both a husband and wife from the same household are employed by the Board, the Board will self-insure one (1) spouse to provide for coordinated family plan benefits up to an annual cost that does not exceed the annual family plan premium cost.

- B. The Board will pay the cost of the enrolled plans, up to and including full family coverage for one (1) family member per household for New Jersey Dental Service Plan, Inc.

When both a husband and wife from the same household are employed by the Board, the Board will self-insure the spouse and/or dependents of an enrollee in the Dental Plan by paying to any claimant spouse and/or dependent the amount that would have been received had both the enrolled employee and his/her spouse been enrolled for full family coverage of dental insurance.

- C. The Board will pay the complete first step premium on the new plan of Washington National Health and Accidental Insurance.

Hospitalization - For all permanent employees the Board will:

1. Pay the premium providing for single (unmarried) coverage in Blue Cross/Blue Shield/Rider J and Major Medical in Usual and Customary Rate plan.
2. Pay the premium providing for full family coverage as above.

Fringe Benefits

Board paid premiums to one family plan per household and if more than one household member is employed in the district self insure the other spouse for family coverage to a maximum cost not to exceed the premium cost.

- D. Employees who are absent beyond their accumulated sick leave due to either illness or off-the-job injury will continue to receive Board paid insurance benefits for six (6) months after the sick leave is exhausted provided the employee has completed ten (10) years of service with the Board. Effective July 1, 1982, the years of service requirement shall be eight (8) years.

ARTICLE XIV

WORK RULES

The Board shall adopt and post reasonable rules and regulations

as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.

ARTICLE XV
DISCIPLINARY PROCEDURE

Violations of Board policy, rules or regularions shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure, provided under this Contract. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the employees of the Board.

- a. A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Union with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy.
- b. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of a first serious offense or continued or repeated minor ones; All suspensions shall be in accordance with the provisions of Article IV

of this Agreement. Appeals from disciplinary action shall be made in accordance with the grievance procedure.

- c. Discharge in accordance with the provisions of Article IV of the Agreement.

ARTICLE XVI

DURATION

This Agreement shall be effective July 1, 1980 and shall continue in effect until June 30, 1983.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.

FOR THE TRANSPORT WORKERS UNION
OF AMERICA

FOR THE JACKSON TOWNSHIP
BOARD OF EDUCATION

President

President

Secretary

Secretary